



CHAPTER 3.

An Act to authorise the Trustees of the deceased Alexander Gordon of Ellon, in the county of Aberdeen, to sell certain lands to pay debts; and for other purposes.

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[11th August 1881.]

WHEREAS by deed of entail, executed by the now deceased Alexander Gordon, of Ellon, in the county of Aberdeen (herein-after called the entailer), dated the twenty-seventh day of August, one thousand eight hundred and fifty-seven, and recorded in the register of entails the sixteenth day of December, one thousand eight hundred and sixty-eight, and in the division of the general register of sasines applicable to the county of Aberdeen, the eighth day of August, one thousand eight hundred and seventy-three, on the recital that he had acquired the lands and others therein and herein-after mentioned, along with other lands in fee simple, conform to instrument of disentail thereof, executed by him under authority of the Court of Session, and that in consideration of the consent given to the said disentail by the tutor ad litem, appointed by the court to Cosmo Frederick Maitland Gordon, his grandson, then in pupillarity, he granted to certain trustees for behoof of the said Cosmo Frederick Maitland Gordon during his minority and to himself after attaining majority, a bond and disposition in security over the said lands and others for the sum of fourteen thousand pounds sterling, dated the thirtieth, and recorded in the general register of sasines, the thirty-first days of January, one thousand eight hundred and fifty; and in respect that for the better preservation of his family and memory, and for certain other weighty causes and considerations he had resolved to re-entail the family estate of Ellon and others therein-after described, keeping free his other lands, in order to be disposed of, if considered expedient, to clear off burdens affecting his whole lands, and to put the said Cosmo Frederick Maitland Gordon, his grandson, as next substitute to his father in the entail under recital, in conformity with his said resolution; and, farther, that it was fair and

Deed of entail of Ellon, dated 27th August 1857, recorded in register of entails, 16th December, 1868, and in register of sasines, 8th August, 1873.

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entailer, and the heirs male of his body, and the heirs male of their bodies; whom failing, to Charles Gordon, of Wiscombe Park, in the county of Devon, the half-brother of the entailer, and the heirs male of his body, and the heirs male of their bodies; whom all failing, to the nearest and lawful heirs whomsoever of the entailer and their assignees, all and whole the lands and barony of Ellon and other lands particularly described in the entail now in recital, all lying within the parishes of Ellon and Logiebuchan and sheriffdom of Aberdeen: With all his right and interest in the lands and others thereby disposed; but always with and under the conditions, prohibitions, reservations and provisions therein and after written, videlicet—With and under this condition always, that the said George John Robert Gordon, the entailer's eldest son, and the whole other heirs of entail therein and before mentioned, should be bound and obliged constantly to bear, use and retain the surname of Gordon and arms and designation of Gordon of Ellon in all time after their succession to or obtaining possession of the said lands and estate, as their proper surname, arms and designation: As also to record the entail in the register of tailzies, as also in the books of council and session for preservation, and also to complete their titles under the entail by infeftment, and that within a year and day after the decease of the entailer, if the heir succeeding should be within the United Kingdom at the time, and in case he should be furth thereof, then within a year and day after his coming thereto, without prejudice nevertheless to any of the other heirs of entail, to apply for recording the entail sooner if he should see proper: And also with and under this condition that the said George John Robert Gordon and the whole other heirs of entail foresaid should take and possess the said lands and estate, under the entail in recital only, and upon no other right or title whatsoever, and that they should use any other title which they or any of them might happen to have or acquire as an additional or collateral title thereto for supporting the said entail only and for no other purpose whatever: As also with and under this condition, that the said George John Robert Gordon and the whole heirs of entail foresaid should be obliged to cause verbatim insert the whole foresaid destination and order of succession (at least in as far as should be subsequent to the heir in possession for the time) in the charters and sasines to follow upon the entail, and in all future charters, dispositions, procuratories of resignation, instruments of resignation ad remanentiam, precepts of sasine, decrees of special service and instruments of sasine of the said lands and estate or any part thereof, and likewise to cause insert in the same and in all other deeds, instruments and writings relating to the said lands and

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estate or any part thereof, the conditions, prohibitions, reservations and provisions therein expressed, or a valid reference to the same in terms of law: And with and under the prohibitions following, videlicet, that it should not be lawful to or in the power of the said George John Robert Gordon or any other of the said heirs of tailzie to innovate, alter or infringe the entail, or the destination and order of succession thereby established: And under this prohibition also that it should not be lawful to, or in the power of them or any of them to sell, alienate and dispone the said lands and estate or any part thereof, either irredeemably or under reversion: Or to contract debts, grant bonds or other deeds or writings heritable or moveable, or do any other act, civil or criminal, which should be the ground of any adjudication, eviction or forfeiture of the said lands and estate, or any part thereof, or anyways affect or burden the same or the rents thereof to the prejudice of the heirs of entail: Nor should the said lands and estate be affectable by, or subject to any terces or courtesies to the wives or husbands of the said heirs of entail, which were thereby excluded: And under this prohibition also, that it should not be lawful to, or in the power of the said George John Robert Gordon, or of any of the said heirs of entail to consent to any special adjudication of the said lands and estate or any part thereof, or to set tacks of any part of the said lands and estate for a longer period than twenty-one years, or for a grassum or beneficial interest other than the rent, or under the highest rent that could be got for the time from a good and responsible tenant; or to grant any tacks of the mansion house, offices, gardens and pleasure grounds of the estate for a longer period than the lifetime of the heir in possession; nor should it be lawful for them or any of them to cut down or dispose of any growing wood or timber upon the said estate within one mile of the mansion house of Ellon, except only such as should be going to decay, and that upon the warrant of the sheriff obtained upon an application to be served on the next heir of entail in existence; and if such next heir should be an heir of the body of the applicant and under age, then likewise upon the next heir of entail, if such there be, and in which application the expediency of the proposed sale or cutting of such wood within the said distance should be proved: But, with these exceptions always from the foresaid prohibitions, videlicet—with this exception that it should be lawful to the said George John Robert Gordon and the said heirs of entail to grant feu rights of any part of the said lands and estate, except the mansion house, offices and policies thereof, for the highest feu-duty that could be got for the same, such feu-rights not extending in whole, over more than one-tenth part of the said lands and estate according to their

value at the time, provided that it should not be lawful for the heir in possession to take any fine, grassum or other valuable consideration for granting any such feu, other than the feu-duty: And with this exception also, that it should be lawful to the said George John Robert Gordon and the said heirs of entail to provide their wives or husbands, and the wives or husbands of their apparent heirs, in a free yearly annuity out of the rents of the said lands and estate, to be secured by infeftment, in such manner and so that the heir in possession for the time should have power to burden the rents of the estate for such annuities, to the extent of the yearly sum of four hundred pounds sterling only, and the amount of such annuities existing at any one time should never exceed the sum of six hundred pounds sterling: But under the provision that any annuity granted in excess should not be void, but subject only to abatement or suspension, until a prior annuity or annuities should have expired: And with this exception, that it should be lawful to the said George John Robert Gordon, and the said heirs of entail, by bonds affecting the fee and rents of the estate to provide their children, who should survive the granter, other than the heir who should succeed to the estate, in competent provisions bearing interest from the day of the granter's death, and divisible at his pleasure, or failing an apportionment by him divisible in equal portions; But under this declaration, that the heir in possession should have no power to burden the estate for children's provisions to a greater extent than six thousand pounds sterling, and that the estate should not be burdened at any time with such provisions to a larger amount than ten thousand pounds sterling: It being declared, however, that provisions granted in excess of the power or amount competent at the time, should not be void, but subject only to suspension, restriction or abatement until prior provisions should have been extinguished in whole, or in part: And that if any competent provision should be granted in the marriage contract of a child, it should not become void by the predecease of such child before the granter: And declaring that in the event of any child succeeding to the said lands and estate after his provision should have become payable, but before payment, such provision should thereupon be forfeited, and if it be a share of a provision, should be added to the remainder of such provision: And with this exception, that it should be lawful to and in the power of the said George John Robert Gordon and of the said heirs of entail from time to time as circumstances might require, to lay out in improving the said lands and estate by drainage, planting, building or repairing the mansion house, offices, farm buildings, fences, or otherwise, as might be approved of by the Court of Session, or the

A.D. 1881. sheriff of the county where the lands are situated, a sum not exceeding in the whole one thousand pounds sterling yearly; But declaring that the sum or sums of money laid out upon such improvements by the said George John Robert Gordon, or any one of the said heirs of entail during the time of his possession, should not exceed in the whole the sum of five thousand pounds sterling, and subject always to the following provision, namely—That the heir in possession proposing to expend money on improvements and to borrow the amount on the security of the estate, should give three months' notice of his intention to the next heir of entail after the heirs of his own body, whether of full age or under age, and his guardians, if he any has, and within six months after the expiry of the said period of three months present a petition to the Court of Session, or sheriff, in which such heir should be called as respondent, and wherein he might, under suitable restrictions as to the interim investment in trust and due application of the money, obtain authority to borrow the requisite sum on the security of the estate and expend the same, but not exceeding the foresaid sum of one thousand pounds sterling per annum, or for more in whole than the said sum of five thousand pounds by the said George John Robert Gordon or any one heir of entail during his possession in improving the said estate, and that at the sight of a person of skill to be appointed by the court, or sheriff, or otherwise should obtain authority to the above effect from an arbiter to be named by the heir in possession and the heir next in succession, who might, if of full age, be an heir of the applicant's body, or otherwise of the next heir after the heirs of the body of such heir in possession, or his guardians if under age, and to borrow under suitable restrictions and expend the amount at the sight of such arbiter: And with and under this provision, that in case the said George John Robert Gordon or any of the said heirs of entail should incur an irritancy, and that the same should be declared at the instance of the next heir of entail in being for the time, and that thereafter a nearer heir should exist although descended of the contravener's body, that then and in that case the said remoter heir should be bound and obliged immediately to denude himself of the right to the said estate in favour of the said nearer heir, subject to all the conditions, prohibitions, reservations and provisions of the entail: Reserving nevertheless to such remoter heir so succeeding the free rents and proceeds of the said lands and estate from the time of his succession, until the existence of such nearer heir; But declaring that any life-rent or other provisions to a husband or wife and provisions to children, which might have been granted by such remoter heir to affect the said lands and estate, or rents thereof should cease and

determine upon the said nearer heir coming into existence, and the said lands and estate and rents should be from thenceforth absolutely freed and disburdened of the same: And with and under this provision likewise, that in case adjudication or other real diligence should pass against the said lands and estate or any part thereof, for payment of any debt which should be owing by the entailer at the time of his death, or for payment of any real or legal burdens including those debts and burdens which by law or by the terms of the entail should affect the fee of the said lands and estate, then and in every such case the said George John Robert Gordon, or the heirs of entail respectively in possession for the time, should be bound and obliged to redeem such adjudications, and to disburden the said lands and estate thereof in all time to come, and that within three years from the date of such adjudication, and in case of their failing so to redeem, they should respectively for themselves forfeit their right and title to the said lands and estate in the same manner as if they were naturally dead, and the right thereto should descend to the next heir of entail who should have power to establish the same in the manner therein-after directed, and who immediately on the lapse of the foresaid three years should have right to redeem such adjudications or other diligence in the same manner as if they had been deduced against himself, and such next heir of entail should be obliged to redeem the said adjudications or other real diligence within five years of their respective dates, wherein if he should fail or delay so to do he should in like manner forfeit all right to the said lands and estate, and the right thereof should devolve upon the subsequent heirs of entail: And it should be in the power of any of them, whether nearer or remoter, immediately to redeem the said adjudications or other diligence, the nearer heir being always preferred to the remoter, and to make up a title to the said lands and estate as if all the nearer heirs were naturally dead, and the same should descend to the heirs of entail called after the heir, so making up a title, by the foresaid destination and course of succession: And under this provision also, that all contraveners should be excluded from the management of the said lands and estate as tutors, curators or administrators in law for the next heirs, or in any other character: And in case the contravener would fall, of course, to be guardian to a minor heir in possession, in that case the entailer thereby nominated and appointed the next subsequent heir of entail, who should be major and within Great Britain, for the time, to be tutor and curator to such minor heir: And under this provision also, that the said George John Robert Gordon and all the foresaid heirs of entail should be bound and obliged to complete a title by obtaining themselves duly entered

A.D. 1881. with the superiors of the said lands and estate, and infeft and seised therein under the entail, within a year and day after their succession thereto, and that at the suit of any subsequent heir of entail; and the deed now in recital contains obligation to infeft, clause of resignation and other usual and necessary clauses, including a clause reserving to the entailer full power of revocation and alteration of the said entail in whole or in part, and power to sell, alienate and dispone or to burden the said lands and estate as he might think proper:

Deed of alteration and revocation, dated 14th October, 1867, recorded in register of entails, 16th December, 1868, and in register of sasines, 8th August, 1873.

And whereas by deed of alteration and revocation of the entail, made and executed by the entailer, dated the fourteenth day of October, one thousand eight hundred and sixty-seven, and recorded in the register of entails the sixteenth day of December one thousand eight hundred and sixty-eight, and in the division of the general register of sasines applicable to the county of Aberdeen, the eighth day of August, one thousand eight hundred and seventy-three the entailer on the recital of the entail and of his reserved power of revocation and alteration thereof, in whole or in part, as he might think proper, and that for certain good causes and considerations he had resolved to revoke and recall and to alter the entail in part and only to the extent and effect therein and after mentioned: Therefore he thereby revoked and recalled the condition and restriction contained in the entail, whereby it is declared that the heir of entail in possession should have no power to burden the estate for children's provisions to a greater extent than six thousand pounds sterling, and that the estate should not be burdened at any time with such provisions to a larger amount than ten thousand pounds sterling, and he thereby declared that the heir in possession should have power to burden the estate for children's provisions to the extent of ten thousand pounds sterling, but not beyond that amount, and that the estate might be burdened at any time with such provisions to the extent of fourteen thousand pounds sterling, but to no larger amount, it being declared, however, that provisions granted in excess of the power or amount competent at the time should not be void, but subject only to suspension, restriction, or abatement, until prior provisions should be extinguished in whole or in part: And further, the entailer by the deed now in recital revoked and recalled from and after the date thereof the power of revocation and alteration above mentioned reserved to himself in the said deed of entail, and declared the same then and for all time thereafter to be irrevocable and unalterable by him, and that the said deed of entail in so far as not altered and revoked by the deed now in recital should in every respect be binding on him and his heirs of entail: Declaring

also that the said George John Robert Gordon and the whole heirs of entail should be obliged to cause verbatim insert in the charters and sasines to follow on the said deed of entail, and in all other deeds, instruments and writings relating to the said lands or any part thereof, the revocations and alterations therein and before expressed, or a valid reference to the same, in terms of law: And the deed now in recital contains consent to registration of the same, and other usual clauses:

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And whereas by trust disposition and settlement executed by the entailer, dated the eighteenth day of January, one thousand eight hundred and seventy-three, and recorded in the books of council and session the twenty-fifth day of April, one thousand eight hundred and seventy-three, the entailer, on the recital that he had by the said deed of entail disposed to and in favour of himself in life-rent, and to George John Robert Gordon, his eldest son, and the heirs of entail therein mentioned in fee, certain portions of the lands and barony of Ellon and other lands therein specially described, under reservation of full power to him to sell, alienate and dispone, or to burden the same as he might think proper; and that it was not expedient that the debts then affecting the said entailed lands should during the life of his said eldest son be cleared off to a greater extent than is therein-after directed, and that he was desirous of settling the succession of his other lands and estates not included in the said deed of entail, and also of settling as to the payment of the burdens affecting his whole lands and the apportionment thereof as between the lands conveyed by the said deed of entail, and the lands disposed by the deed now in recital; Therefore, the entailer thereby gave, granted, assigned, disposed and conveyed to and in favour of Captain (now Rear-Admiral) the said William Everard Alphonso Gordon, his second surviving son, Lieutenant-Colonel (now Brevet-Colonel) the said Charles Alexander Boswell Gordon, his third surviving son, the Honourable and Reverend Richard Cavendish Boyle, Rector of Marston, Somersetshire, Charles Elphinstone Dalrymple, of Kinellar Lodge, Aberdeenshire, Newell Burnett, Advocate in Aberdeen (now deceased), and John Reid, Advocate in Aberdeen (herein-after called the trustees), and to any other person or persons whom he might thereafter nominate and appoint, or who might be lawfully assumed into the trust, and to the acceptors and survivors, and acceptor and survivor of them, the major number of them accepting and surviving, and resident in Great Britain, from time to time, being a quorum, and to the heirs of the longest liver of them as trustees for the ends, uses, and purposes after mentioned, and to the assignees of the trustees or their said quorum, all and

Trust disposition and settlement by the entailer, dated 18th January, 1873, and recorded in books of council and session, 25th April, 1873.

A.D. 1881. haill the town and lands of Carmucks, videlicet—The Mains of Carmucks with the Mill of Carmucks, mill lands, multures, sequels and knaveships of the same, the towns and lands of Wattieshill and Backhill of Carmucks, the towns and lands of Kirkhill, Barrowley, Clamands Well and Croft of Loanhead, and the town and lands of Clayhills with the New Mill thereof, mill lands, multures, sequels and knaveships of the same, together with the houses, biggins and whole parts, pendicles and pertinents thereof, all lying in the parish of Ellon and county of Aberdeen : And also all and whole the lands and estate of Tarty and Tippetty or Little Tippetty, comprehending the Mains and Manor Place of Tarty, otherwise Tippetty or Little Tippetty, with the Mill of Tarty or Tippetty, mill lands, multures, sucken and sequels of the same, Backhill of Tarty ; the towns and lands of Meikle Tarty, Windy-hills and Craigyford and Smithy Croft, with the privilege of building one or more mills on the said lands, together with the whole parts, pendicles and universal pertinents of the said lands lying within the parish of Logie Buchan and sheriffdom aforesaid : And likewise all and haill the teinds parsonage and vicarage of all and whole the said lands of Tarty and Tippetty, comprehending the particular lands before mentioned, with the manor place, mills, mill lands, parts, pendicles and pertinents lying within the barony of Slains : And in like manner all and whole the teind sheaves and parsonage teinds of all and whole the lands of Parcock or Skelmuir, with outsetts, cottars, pendicles and haill pertinents thereof now comprehending the towns, lands, mills and others under written videlicet—The town and lands of Parcock, with the manor place thereof, yards, tofts and crofts, the town and lands of Skelmuir, with the mill, mill lands and sequels thereof ; the town and lands of Corthycram and Craighead, with the pertinents ; the town and lands of Hawkhillock, with the mill, mill lands, sequels, houses, biggins and haill pertinents of the said lands lying within the barony of Kelly, parish of Old Deer and sheriffdom of Aberdeen ; and sicklike all and whole the lands and estate of Parcock, now called Skelmuir, with the outsetts, cottages, pendicles and universal pertinents of the same, now comprehending the towns, lands and mills after specified, videlicet—The town and lands of Parcock, with the manor place thereof, yards, tofts and crofts of the same ; the town and lands of Skelmuir, with the Mill of Skelmuir, mill lands and sequels thereof ; the towns and lands of Corthycram and Craighead with the pertinents ; the town and lands of Hawkhillock with the Mill of Hawkhillock, mill lands and sequels of the same, and particularly that part of the com-monty of Mounfothie, belonging to the said lands of Parcock,

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conform to a decree of division thereof, dated the twenty-seventh day of February and fourth day of July, one thousand seven hundred and eighty-one years, pronounced in a process of division of the said commouty raised before the Lords of Council and Session at the instance of George Earl of Aberdeen, now deceased, against the deceased, Lieutenant-General Robert Fullerton, of Dudwick, and as particularly described in the rights and title deeds thereof, together with the whole other pertinents of the said lands of Parcock or Skelmuir Mills, mill lands, and others above mentioned, all lying within the barony of Kelly, parish of Old Deer, and sheriffdom of Aberdeen; and farther, all and whole the teind sheaves and parsonage teinds of all and hail the foresaid lands of Parcock or Skelmuir, with the outsetts, cottages, pendicles, and whole pertinents of the same now comprehending the towns, lands, mills, and others above described, with the pertinents as the said lands and others might be more particularly described in the rights and title deeds of the same, together with all the entailer's right and interest in the lands and others above described: But in trust, and subject to the burdens, provisions and obligations therein-after specified, and with the powers and privileges, and for the ends, uses and purposes following, namely—In the first place that they the trustees might pay any personal debts due by the entailer, and any legacies or provisions bequeathed or made by him remaining unpaid after his personal estate (which was to be applied in the first instance towards payment thereof), should have been exhausted: In the second place, that they might pay the interest of his heritable debts therein-after declared to be charged against the lands disposed by the deed in recital: In the third place, that they might pay to the grandson of the entailer, Cosmo Frederick Maitland Gordon, an annuity of three hundred pounds sterling yearly at two terms in the year—Whitsunday and Martinmas—by equal portions, in advance, beginning the first term's payment at the first of these terms that should occur after the decease of the entailer for the half year succeeding, and so on half-yearly thereafter during the continuance of the trust, with interest at five per cent. per annum from the time each termly payment should become due until payment thereof: In the fourth place, that the trustees should apply the whole annual surplus of the rents and profits of the lands thereby disposed remaining over after payment of all charges affecting the same, including the expense of management, towards the extinction of the heritable debts therein-after declared to be chargeable against the lands thereby disposed: In the fifth place, that the trustees should, on the death of the said George John Robert Gordon, or in the event of the succession

A.D. 1881. to the entailed lands otherwise opening, denude themselves of the lands thereby disposed, together with the whole trust funds remaining in their hands, in favour of the person who should then as the heir of entail succeed to the said entailed lands, providing always, that such heir of entail should be of full age, and in the event of his being under the age of twenty-one years, the trustees should continue to hold the lands thereby disposed until he arrived at majority, paying annually to his guardians for his behoof an annuity of three hundred pounds sterling at the terms and in the manner therein-before provided in the case of the said Cosmo Frederick Maitland Gordon, declaring that the trustees should by the disposition to be granted by them in favour of the said then heir of entail succeeding to the entailed lands and estate of Ellon or otherwise, take their donee bound to pay off the whole debts affecting the said entailed lands and estate of Ellon, or as much thereof as might be found to be equal in amount to the value of the said lands so to be disposed, it being the wish and desire of the entailer that each of the heirs of entail succeeding after the said George John Robert Gordon should derive equal benefit from the succession of his fee-simple lands thereby disposed; and in order that his intention in this respect might be fully carried out, he thereby gave to the trustees full power and authority to grant or procure all deeds requisite and necessary for the purpose of binding their said donee as aforesaid, so that the said entailed lands and estate of Ellon might if possible descend to the succeeding heirs of entail free and disencumbered of all debts; and if the trustees should in their discretion think it more expedient that the debt, or as much thereof as possible affecting the said entailed lands should be transferred to the lands thereby disposed before denuding as aforesaid, they were thereby authorised and empowered to have the same done accordingly; and for that purpose they might pay off the whole or as much as possible of the debt affecting the said entailed lands with money borrowed on the security of the lands disposed by the deed in recital and might grant or procure all requisite or necessary deeds for that end: And on the farther recital by the entailer that he had granted bonds and dispositions in security to the extent of one hundred and ten thousand pounds, and bonds of provision in favour of his younger children to the extent of twenty-three thousand seven hundred and fifty pounds over his whole lands, namely, his entailed lands and his lands by the deed now in recital disposed, which whole lands were disposed in security of the said sum of one hundred and ten thousand pounds, and of the said provisions; and that he had granted other bonds and dispositions in security to the

extent of seven thousand pounds exclusively over the lands disposed by the deed now in recital; Therefore he felt it his duty in order to prevent all disputes, concerning the liability for these debts after his decease, to fix and determine the sums chargeable against the said entailed lands and the lands thereby disposed respectively, and he did thereby declare that the said entailed lands should, during the whole period they might be possessed by his said eldest son, George John Robert Gordon, be burdened with the sum of one hundred thousand pounds of the said debts generally secured on his whole lands, and that the lands disposed by the deed under recital should not during the life of the said George John Robert Gordon be burdened with any part of the said sum, and that neither the said lands nor the trustees should at any time be liable to relieve the said George John Robert Gordon of the same, or of any interest or penalty due thereon, and that whether the creditor or creditors in said sum should have restricted his or their respective securities to the said entailed lands or not, which sum of one hundred thousand pounds was then contained in the following bonds, namely—(First) Bond and disposition in security for the sum of sixty-six thousand pounds in favour of William Johnston, dated the fifth, and recorded in the general register of sasines the seventeenth days of November, one thousand eight hundred and forty-nine: (Second) Bond and disposition in security for the sum of six thousand pounds in favour of the trustees under the contract of marriage between the late Lieutenant-Colonel Robert Ross and Caroline Haggart or McBean, dated the twelfth and recorded in the general register of sasines the nineteenth days of February, one thousand eight hundred and fifty-three: (Third) Bond and disposition in security for the sum of four thousand pounds in favour of the marriage trustees of Charles Samuel Gray and Margaret Dysart Hunter, recorded in the general register of sasines the eighteenth day of May, eighteen hundred and fifty-four: (Fourth) Bond and disposition in security for the sum of four thousand pounds in favour of Walter Duthie, writer to the Signet, Edinburgh (now deceased), recorded in the general register of sasines the sixteenth day of May, one thousand eight hundred and fifty-nine: (Fifth) Bond and disposition in security for the sum of two thousand pounds in favour of James Auldjo Jamieson, writer to the Signet, recorded in the general register of sasines, the fifth day of June, one thousand eight hundred and sixty-one: (Sixth) Bond and disposition in security for the sum of two thousand pounds in favour of the said Walter Duthie, recorded in the general register of sasines the sixth day of June, one thousand eight hundred and sixty-one: (Seventh) Bond and disposition in security for the sum

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of six thousand pounds in favour of Janet Hamilton Dundas or Farquharson, as executrix nominate of her husband, the late James Farquharson, recorded in the general register of sasines, the fifteenth day of May, one thousand eight hundred and sixty-three: (Eighth) Bond and disposition in security for the sum of six thousand pounds in favour of the said Janet Hamilton Dundas or Farquharson, Francis Dundas Farquharson and George Murray Farquharson, and the survivors or survivor of them, recorded in the general register of sasines, the fifteenth day of May, one thousand eight hundred and sixty-five: And (Ninth) Bond and disposition in security for the sum of four thousand pounds in favour of Katherine Louisa Forbes, recorded in the particular register of sasines, at Aberdeen, the twenty-first day of December, one thousand eight hundred and sixty-six: And further, the entailor, by the deed now in recital, declared that the remaining ten thousand pounds generally secured on his said whole lands should be chargeable (together with the said sum of seven thousand pounds, and the said sum of twenty-three thousand seven hundred and fifty pounds of provisions to younger children) on the lands thereby disposed, and that no part of said sums of ten thousand pounds, seven thousand pounds, or twenty-three thousand seven hundred and fifty pounds should be chargeable upon the said entailed lands, which sum of ten thousand pounds was then contained in the following bonds—namely (First) Bond and disposition in security for the sum of seven thousand pounds in favour of the trustees and executors of the deceased Thomas Burnett, recorded in the particular register of sasines at Aberdeen, the twenty-second day of June, one thousand eight hundred and fifty-seven; (Second) Bond and disposition in security for the sum of three thousand pounds in favour of Major Napier Turner Christie, recorded in the particular register of sasines at Aberdeen, the twenty-second day of June, one thousand eight hundred and fifty-seven; and the said sum of seven thousand pounds secured exclusively on the lands disposed by the deed under recital was contained in the following bonds, namely, (First) Bond and disposition in security for the sum of two thousand pounds in favour of Miss Isabella Gordon, recorded in the general register of sasines, the twenty-seventh day of August, one thousand eight hundred and seventy: (Second) Bond and disposition in security for the sum of three thousand five hundred pounds in favour of John Rae, dated the fifth, and recorded in the general register of sasines, the twenty-seventh days of September, one thousand eight hundred and seventy-one; and (Third) Bond and disposition in security for the sum of one thousand five hundred pounds in favour of the said

Miss Isabella Gordon, dated the eighth, and recorded in the general register of sasines, the twelfth days of February, one thousand eight hundred and seventy-two, and which sum of twenty-three thousand seven hundred and fifty pounds was then contained in the following debts, viz.—Bond of provision by the entailer in favour of his younger children, dated the eighteenth day of March, one thousand eight hundred and fifty, with five codicils thereto all recorded in the general register of sasines on the twelfth day of August, one thousand eight hundred and sixty-eight, and another bond of provision by him in favour of his surviving younger children, dated the second day of January, one thousand eight hundred and seventy-three: and the entailer declared that his said lands disposed by the deed now in recital, besides being burdened with the said sums of ten thousand pounds, seven thousand pounds, and twenty-three thousand seven hundred and fifty pounds, last therein and above mentioned, should also be burdened with any other bonds granted by him not before specified, including all bonds of provision granted or to be granted by him, which therein-before expressed declaration regarding the apportionment of his debts should be binding on his respective successors in the said entailed lands and estate, and the lands disposed under the deed in recital, but always without prejudice to the legal rights of his heritable creditors: With power to the trustees to grant feus or long leases of any portions of the lands thereby disposed, to borrow on the security of the lands thereby disposed, or, if necessary to sell the same or any part thereof for the purpose of paying the debts, legacies and provisions therein-before mentioned, to lend out the trust funds on heritable securities, or upon the debentures of railway or other public companies; or on the security of the preference or guaranteed stock of any incorporated company with limited liability; to appoint any one of their own number, or any other proper person or persons to be factor or factors or law agent or law agents under them for the management of the trust estate, and to allow such factors suitable remuneration for their trouble, and such law agents, the usual professional fees: And by the deed under recital the entailer declared that each of the said trustees should be liable to account only for the funds actually received by himself and not for any funds which he might have authorised a co-trustee, factor or agent to receive; and the said deed also contained other usual clauses:

And whereas by deed of directions executed by the entailer, dated the twenty-eighth day of February, one thousand eight hundred and seventy-three, on the recital that by the said trust disposition and deed of settlement, he disposed his unentailed

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Deed of directions by the entailer, dated 28th February, 1873.

A.D. 1881. lands and estates of Carmucks and others in the parish of Ellon, and county of Aberdeen; Tarty, and Tippetty, or Little Tippetty, and others in the parish of Logie Buchan, and county of Aberdeen; and Parcock or Skelmuir, and others in the parish of Old Deer, and county of Aberdeen; all as particularly therein described, to and in favour of the said Captain William Everard Alphonso Gordon, Lieutenant-Colonel Charles Alexander Boswell Gordon, the Honourable and Reverend Richard Cavendish Boyle, Charles Elphinstone Dalrymple, Newell Burnett, and John Reid, and to any other person or persons whom he might afterwards nominate and appoint, or who might be lawfully assumed into the trust, and to the acceptors and survivors or acceptor and survivor of them, and to the heirs of the longest liver of them, as trustees for the ends, uses, and purposes therein mentioned; and on the further recital that he the entailer being desirous of granting annuities to his daughter-in-law, Mrs. Rosa Justina Young or Gordon, wife of his eldest son, George John Robert Gordon, and to their younger children after-mentioned, in the event of the said George John Robert Gordon's pension from Government being discontinued, and his being thereby rendered unable to fulfil his obligation to provide for his said wife and children, therefore, by the deed under recital the entailer directed the trustees, in the event above mentioned, to pay to the said Mrs. Rosa Justina Young or Gordon, an annuity of four hundred pounds sterling; to Arthur John Lewis Gordon, her younger son, an annuity of one hundred and fifty pounds sterling; and to Albinia Alicia Georgina Gordon, her only daughter, and wife of Count Auguste Von Dillen Spiering of Wurtemberg, sometime Captain in the Eleventh Austrian Uhlan Lancers, an annuity of two hundred and fifty pounds sterling; payable the said several annuities in two equal portions at the terms of Whitsunday and Martinmas in advance, beginning the first term's payment at the first of these terms which should occur after the discontinuance of the said Government pension, with interest at five per centum per annum from the time each termly payment becomes due until payment thereof; which several annuities were to cease and determine on the death of the said George John Robert Gordon, when his said wife and younger children would be entitled to their provisions from the entailed lands and estate of Ellon. And it was further declared that the said several annuities should be paid by the trustees out of the annual proceeds of the trust estate under their management as trustees under the foresaid trust disposition and deed of settlement, before and in preference to the debts, which the trustees were by said trust disposition and deed of settlement "In the fourth place" directed

to pay, and the deed under recital also contained a clause consenting to the registration thereof for preservation : A.D. 1881.

And whereas by another deed of directions executed by the entailer, dated the nineteenth day of March, one thousand eight hundred and seventy-three, on the recital of the foresaid trust disposition and settlement, and that he had resolved to give additional directions to the trustees, therefore he did thereby direct the trustees as follows, namely—(First) To pay out of the funds and estate under their management as trustees foresaid at the first term of Whitsunday or Martinmas which should happen after his death, to the Union Bank of Scotland, the sum of eight hundred pounds sterling for and on account of a debt due to the said bank by his eldest son the said George John Robert Gordon ; (Second) To pay out of the said trust funds and estate at the said first term of Whitsunday or Martinmas which should happen after his death, to the said Honourable and Reverend Richard Cavendish Boyle, the sum of one thousand five hundred pounds sterling, for and on account of a debt due by his said eldest son, George John Robert Gordon to the said Richard Cavendish Boyle ; and (Third) To expend annually in their discretion out of the said trust funds and estate a sum not exceeding two hundred pounds sterling in keeping up the gardens and policies of Ellon Castle, and maintaining in good order and repair the mansion house of Ellon Castle and the buildings and lodges connected therewith :

Deed of directions by the entailer, dated 19th March, 1873.

And whereas the entailer died on the twenty-first day of March, one thousand eight hundred and seventy-three : and the said George John Robert Gordon thereupon succeeded to and now is the heir of entail in possession of the lands and estate of Ellon and others contained in the deed of entail before recited :

Death of the entailer 21st March 1873, and succession of George John Robert Gordon.

And whereas the heirs next in succession to the said George John Robert Gordon are his two sons, the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon, and the said William Everard Alphonso Gordon, the third son of the entailer (none of whom have issue), and the said Charles Alexander Boswell Gordon, the fourth son of the entailer, his second son, the said Bertie Edward Murray Gordon having died without leaving lawful issue, at Ellon Castle aforesaid, on or about the twenty-seventh day of July, one thousand eight hundred and seventy :

Heirs next in succession after him.

And whereas the trustees who accepted office under the said trust disposition and settlement are the said Rear-Admiral William Everard Alphonso Gordon, Brevet-Colonel Charles Alexander Boswell Gordon, the Honourable and Reverend Richard Cavendish Boyle, Charles Elphinstone Dalrymple, and John Reid, the said

Acceptance of office by trustees.

A.D. 1881. Newell Burnett having died on or about the twentieth day of November, one thousand eight hundred and seventy-eight:

Resignation
of the Hon.
and Rev.
R. C. Boyle.

And whereas the said Honourable and Reverend Richard Caven-
dish Boyle resigned office as a trustee, by minute of resignation
dated the twelfth day of June, one thousand eight hundred and
eighty-one:

Position of
estates and
debts there-
on.

And whereas at the death of the entailer, heritable debts affect-
ing his said lands, entailed and unentailed, were in existence to the
amount of one hundred and thirty thousand pounds or thereabouts,
and questions having arisen between the said George John Robert
Gordon, the heir of entail in possession of the entailed estates, and
the trustees, with respect to the proportions in which such debts
should be charged against the entailed lands, and the unentailed
lands of the entailer (herein-after called the trust lands), certain
proceedings took place in the Court of Session in Scotland for
determining the same, which resulted in an agreement being
entered into by all the parties interested (to which the authority
of the court was interponed by interlocutor of Lord Young,
(Ordinary), dated the third day of June, one thousand eight
hundred and seventy-five) whereby it was mutually agreed that
the entailed lands should be charged to the extent of eighty-one
thousand nine hundred pounds, and the trust lands to the extent
of forty-eight thousand one hundred pounds, and those charges
now affect those lands respectively: And it further became neces-
sary for the purpose of paying debts due by the entailer and
implementing provisions made by him, to charge the trust lands
with an additional sum of twenty thousand eight hundred pounds,
making the total charge now affecting the trust lands sixty-eight
thousand nine hundred pounds:

State of the
trustees'
accounts.

And whereas an abstract of the accounts of the trustees, from
the date of the entailer's death to the thirty-first day of December,
one thousand eight hundred and eighty, is contained in the
Schedule A. to this Act, and those accounts show an excess of
payments on account of the trust estates beyond receipts from the
same, and the income of the trust is thus inadequate to satisfy the
annual charges thereon, and the trustees are not in a position to
carry out the intentions of the entailer:

Income
inadequate to
meet expen-
diture.

Valuation of
trust lands.

And whereas, the trust lands have recently been valued conform
to valuation by Thomas Francis Jamieson, dated the fourth day
of March, one thousand eight hundred and eighty-one, and the
cumulo value of the said lands is estimated to be ninety-two
thousand pounds or thereabouts, which valuation is contained in
the Schedule B. to this Act:

And whereas additional funds are required for payment of further debts due by the entailer, but more money cannot be borrowed on the security of the trust lands :

Additional funds re-quired to pay further debts.

And whereas the trust has become practically unworkable, and all the persons interested have agreed and in the whole circumstances it is expedient (having in view the expression of the intention of the entailer set forth in the said deed of entail as to the trust lands being disposed of, if considered expedient, to extinguish burdens affecting his whole lands) that the trust lands should be sold, the debts affecting the same, and otherwise due by the trust paid, and subject to the provisions of this Act, the balance of the price realised therefor applied in reduction of debts affecting the said entailed lands and estate of Ellon :

Trust become unworkable and expediency of selling trust lands.

And whereas the direction contained in the said trust disposition and settlement with regard to the payment of the said annuity of three hundred pounds per annum to the said Cosmo Frederick Maitland Gordon, the contingent provisions contained in the deed of directions firstly recited, and the said allowance of two hundred pounds per annum for keeping up the mansion house, garden and policies of Ellon Castle and certain other provisions of the trust will become inoperative in the event of a sale of the trust estates, and it is expedient that the provisions herein-after contained should be made in substitution therefor :

And of making substituted provisions for annuity, &c., provided by trust disposition.

And whereas the purposes of this Act cannot be effected without the consent of the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon, and it is expedient that in consideration of such consent the temporary provisions in their favour herein-after contained should be made :

And of making other provisions.

Wherefore Your Majesty's most dutiful and loyal subjects, the said Charles Elphinstone Dalrymple, John Reid, Cosmo Frederick Maitland Gordon, and Arthur John Lewis Gordon, do most humbly beseech Your Majesty that it may be enacted, and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited for all purposes as the Ellon Trust Estates Act, 1881. Short title.

2. In this Act, the following expressions have the meanings hereby assigned to them unless there be something in the context inconsistent with, or repugnant to such meaning : The expression "the entailer" means the deceased Alexander Gordon, of Ellon, in

Interpretation.

A.D. 1881. — the county of Aberdeen: The expression “the trustees” means the trustees for the time being acting under the trust disposition and settlement of the entail hereinafore recited, dated the eighteenth day of January, one thousand eight hundred and seventy-three, or the trustees under this Act, as the case may be, or their quorum, or the survivors or survivor of them, whom failing, the nearest heir male of the surviving trustee who shall be major and residing in Great Britain at the time. The expression “the court” means the Court of Session in Scotland, or either division thereof, or the Junior Lord Ordinary thereof, or the Lord Ordinary officiating on the Bills in time of vacation, as the case may require.

Authority to
sell lands.

3. The trustees may apply to the court for authority to sell and absolutely dispose of the whole or any part of the estates comprised in the trust disposition and settlement of the entail, hereinafore recited, dated the eighteenth day of January, one thousand eight hundred and seventy-three, and upon such application being presented the court may make such orders and take such proceedings as they think fit, and they may grant authority to the trustees to sell by public auction or by private sale, and on such terms and conditions as may be directed or approved by the court, the whole or any part of the said trust lands and estates, and it shall not be necessary, unless the court shall otherwise require or direct, to have the consent to such application or to such sale, of any of the beneficiaries under the said trust disposition and settlement, or of the institute, or any of the heirs called or directed to be called to the succession or entitled to succeed to the said entailed lands and estates, or to make any intimation or advertisement of such application.

Purchase
money to be
paid into
bank.

4. All moneys arising from such sale or sales shall be paid by the purchaser or purchasers, without fee or reward, into the Bank of Scotland, or Royal Bank of Scotland, or the British Linen Company Bank in Scotland, or the Commercial Bank of Scotland, or the National Bank of Scotland, under the direction and by the authority of the court, in the names or name of the trustees or trustee and the receipt of the treasurer, cashier, or manager of any of the said banks shall be a full and complete discharge to such purchaser or purchasers for so much of the moneys so paid in as shall thereby be expressed to be received, and the said moneys shall be so paid in, on condition that they shall bear the highest rate of interest that can be obtained for the same, which shall be annually accumulated and added to the principal sum, to carry

interest together, until the same shall be disposed of as herein-after provided. A.D. 1881.

5. Upon the purchase moneys being paid in manner aforesaid, the trustees shall execute and deliver to the purchaser or purchasers, or unto such person or persons and in such manner as he or they shall direct, a valid conveyance or conveyances of all the estate, right and interest of the trustees in and to the lands, or in and to such part or parts thereof as shall have been purchased by him or them, freed and discharged from the trusts of the said trust disposition and settlement and relative writings, and containing all clauses usual and necessary for vesting the same in such purchaser or purchasers, or in such person or persons as aforesaid, in fee simple, and a clause binding the trustees in warrandice from fact and deed, and the persons to be entitled under the provisions of the said trust disposition and settlement to the lands and estates therein comprised, after the expiration of the trust thereby created, in absolute warrandice, and all other usual and requisite clauses.

Upon payment of price conveyance to be executed.

6. The trustees shall, in the first place, out of the said purchase moneys and the accumulations thereof, pay and defray the costs and charges incurred by them and by all the persons interested in the trust, and by the said George John Robert Gordon, Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon, preparatory to and in applying for and obtaining this Act, and incident thereto, and of carrying the same into effect, and the debts and encumbrances affecting the lands sold under the authority of this Act, in the order of and according to the respective rights and preferences, and at such term or terms and after such notice or notices as are provided for by the several bonds and dispositions in security or other deeds or writings constituting respectively the said debts and encumbrances, and subject to all special arrangements or agreements under which the said debts or encumbrances are now held, and shall pay and defray the seller's costs of the conveyance or conveyances of the said lands; and shall, in the next place, with and under the authority of the court, apply so much of the residue of the said moneys as may be requisite in or towards the liquidation or discharge of the remaining debts and liabilities of the entailer, or of the trust estate, as the same are set forth in the Schedule C. to this Act, or any other debts which may be sanctioned by the court; and the balance thereof and all accumulations of interest or income shall thereafter be applied in payment or reduction of debts and encumbrances affecting the said entailed lands and

Application of purchase money.

A.D. 1881. — estate of Ellon and others comprised in the aforesaid deed of entail, dated and recorded as herein-before mentioned.

Provision
for Cosmo
Frederick
M. Gordon
in lieu of
annuity pro-
vided to him
by trust
deed.

7. In respect that, by the third purpose of the said trust disposition and settlement, the entailer directed the trustees to pay to the said Cosmo Frederick Maitland Gordon, an annuity of three hundred pounds sterling, at two terms in the year, Whitsunday and Martinmas, by equal portions in advance, beginning the first term's payment at the first of these terms that should occur after his decease for the half year succeeding, and so on half-yearly thereafter during the continuance of the trust, with interest at five per centum per annum from the time each termly payment became due until payment thereof; Therefore the said annuity of three hundred pounds payable on the terms aforesaid shall, on the payment or reduction of debts and encumbrances affecting the said entailed lands and estate of Ellon, to the extent of a capital sum of seven thousand five hundred pounds, be secured over those lands, and form the first charge thereon immediately after the heritable debts and encumbrances affecting the same then remaining unpaid, and the said George John Robert Gordon shall, provided the heritable debts on the entailed lands are reduced to the extent foresaid, grant and execute, at the sight of the court in favour of the said Cosmo Frederick Maitland Gordon a bond of annuity for three hundred pounds in the terms aforesaid, over the entailed lands and estate of Ellon, beginning the first term's payment, so far as the said George John Robert Gordon is concerned, at the first term of Whitsunday or Martinmas happening after the debt is reduced, for the period preceding that term, which bond of annuity shall contain clauses giving effect to the terms on which the annuity is granted, and other clauses as herein-after mentioned; and in the event of the heritable debts on the entailed lands being reduced to an extent less than seven thousand five hundred pounds, the said George John Robert Gordon shall grant and execute, at the sight of the court in favour of the said Cosmo Frederick Maitland Gordon, a bond of annuity for a sum equivalent to the interest, calculated at the rate of four pounds per centum per annum, on the sum by which the heritable debts are reduced as aforesaid but no further, and that on the terms aforesaid over the said entailed lands and estate.

Provision
for upkeep
of Ellon
Castle, &c.

8. In respect that by the said deed of directions of the nineteenth day of March, one thousand eight hundred and seventy-three the entailer directed the trustees to expend annually, in their discretion, out of the trust funds and estate, a sum not exceeding two hundred pounds in keeping up the garden and policies of

Ellon Castle and maintaining in good order and repair the mansion house of Ellon Castle and the buildings and lodges connected therewith: Therefore the said George John Robert Gordon shall retain the sum of two hundred pounds per annum out of the rents of the said entailed lands, and shall apply the same for those purposes, but, subject to the payment of the foresaid annuity of three hundred pounds and all debts and encumbrances affecting the said entailed lands, which are preferable thereto; which sum of two hundred pounds per annum shall be payable under the provisions hereof, as at and from the passing of this Act, and shall form a charge on the said entailed lands and estate during the lifetime of the said George John Robert Gordon.

9. In respect that when the debts and encumbrances affecting the said entailed lands and estate of Ellon are reduced as herein-before provided for, a saving of interest will accrue to the extent of the reduction so to be made, and that it is not intended that the said George John Robert Gordon shall derive any benefit therefrom; Therefore, after providing for the said annuity of three hundred pounds as aforesaid, and for the said annual charge of two hundred pounds in terms of the last-mentioned deed of directions, the said George John Robert Gordon shall, in consideration of the reduction of debt on the entailed lands herein-before provided for, and simultaneously therewith, and in consideration of the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon giving their consent to the arrangements sanctioned by this Act, grant and execute at the sight of the court a bond or bonds of annuity over the entailed lands and estate of Ellon, binding him during his lifetime to pay to the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon, in equal shares, and to the heirs male of their bodies respectively, and to the survivor of them in the event of the one predeceasing not leaving an heir male of his body, and to the heir male of the body of the survivor, a sum or sums not exceeding in whole four hundred pounds per annum out of the rents of the said entailed lands and estate, equivalent to interest calculated at the rate of four pounds per centum per annum on the amount by which the said debts and encumbrances are reduced as aforesaid, but after deducting from such interest the said annuity of three hundred pounds, and the said annual charge of two hundred pounds, and which sum or sums shall be payable half-yearly at Whitsunday and Martinmas in each year, beginning the first payment thereof at the first term of Whitsunday or Martinmas which shall happen six months after the said debts and encumbrances have been reduced as aforesaid, for the half year

Further provisions for Cosmo Frederick M. Gordon and Arthur John Lewis Gordon,

A.D. 1881.
and for trustees.

preceding; the said George John Robert Gordon shall also grant and execute at the sight of the court in favour of the trustees, a bond or bonds of annuity over the said entailed lands and estate, binding him during his lifetime to pay to the trustees a sum or sums out of the rents of the entailed lands and estate equivalent to interest calculated at the rate current from time to time payable on first-class landed securities in Scotland, on the amount by which the said debts and encumbrances are reduced as aforesaid, but after deducting from the said interest the said annuity of three hundred pounds and the said annual charge of two hundred pounds, and the said annuity of four hundred pounds provided for by this section, and which sum or sums shall be payable half-yearly at Whitsunday and Martinmas in each year, beginning the first payment thereof at the first term of Whitsunday or Martinmas, which shall happen six months after the said debts and encumbrances have been reduced as aforesaid, for the half year preceding.

In event of death of Cosmo Frederick M. Gordon and Arthur J. Lewis Gordon before George John Robert Gordon.

10. Subject as herein-after provided, in the event of the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon both predeceasing the said George John Robert Gordon, without either of them leaving an heir male of his body, the said George John Robert Gordon shall on such event happening, pay to the trustees the sums which would have been annually payable by him under the bond or bonds of annuity to be granted in terms of the immediately preceding section, and in the event of the said Cosmo Frederick Maitland Gordon predeceasing the said George John Robert Gordon, whether he leaves an heir male of his body or not, the said George John Robert Gordon shall pay to the trustees the said sum of three hundred pounds or any lesser sum per annum, payable during his lifetime under the bond or bonds of annuity to be granted in terms of section seven of this Act; it being hereby provided that when the said sums or any of them become payable to the trustees under the provisions of this section the amount or amounts thereof shall be restricted to the sum or sums corresponding to interest calculated at the rate current from time to time payable on first-class landed securities in Scotland when such rate is less than four per cent., and the whole of said sums payable to the trustees under this and the preceding section, when paid to the trustees, shall be accumulated by them during the lifetime of the said George John Robert Gordon, or applied by them in further payment or reduction of debts or encumbrances on the said entailed lands and estate in the manner provided by section six of this Act.

11. In respect that by the said deed of directions of the twenty-eighth day of February, one thousand eight hundred and seventy-three, the entailor provided the following annuities, in the event of the said George John Robert Gordon's pension being discontinued, namely, to his daughter-in-law, Mrs. Rosa Justina Young or Gordon, wife of the said George John Robert, Gordon, an annuity of four hundred pounds, and to their younger children annuities as follows, videlicet to the said Arthur John Lewis Gordon, one hundred and fifty pounds, and to the said Albinia Alicia Georgina Gordon, their only daughter, now wife of the said Count Auguste Von Dillen Spiering, two hundred and fifty pounds; the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon, and the heirs male of their bodies respectively, and the trustees shall in the event aforesaid and in respect of the provisions to be made in terms of sections nine and ten of this Act make payment to the said Mrs. Rosa Justina Young or Gordon, and her younger children, of the said respective annuities, but to the extent only to which they are enabled to do so from the said provisions. Declaring that in the event of the said Cosmo Frederick Maitland Gordon and Arthur John Lewis Gordon, both predeceasing the said George John Robert Gordon without either of them leaving an heir male of his body, then the trustees shall in respect of the payments to be made to them, under sections nine and ten of this Act, make payment to the said Mrs. Rosa Justina Young or Gordon, and her said younger children, of the said respective annuities, but that only to the extent foresaid, and which annuities shall take precedence over and respectively be prior charges upon the annuities to be granted in terms of section nine of this Act: Provided always, that the said annuities shall cease and determine at the date of the death of the said George John Robert Gordon.

A.D. 1881.

Provisions
in lieu of
contingent
provisions
in deed of
directions of
28th Fe-
bruary, 1873.

12. In respect that by the fifth purpose of the said trust disposition and settlement it is provided that in the event of the heir of entail succeeding to the entailed lands on the death of the said George John Robert Gordon, or on the succession otherwise opening, being under the age of twenty-one years, the trustees should continue to hold the trust lands until he arrived at majority, paying annually to his guardians, for his behoof, an annuity of three hundred pounds, at the terms and in the manner therein-before provided in the case of the said Cosmo Frederick Maitland Gordon, it is hereby provided that in the event of the heir so succeeding to the said George John Robert Gordon being under twenty-one years of age, he shall not, until he attains that age, be entitled to

Provision as
to payment
to next heir
of entail if
he should be
a minor.

A.D. 1881. — benefit by the saving of interest effected by the payment and reduction of debt as aforesaid, to a greater extent than three hundred pounds per annum, and the said heir shall be bound to pay to the trustees a sum equivalent to the aforesaid saving of interest calculated at the rate current, from time to time, payable on first-class landed securities in Scotland, after deducting the said sum of three hundred pounds, which shall be accumulated by them during the minority of the said heir, and shall be applied by them, on his attaining majority in further reduction of the debt on the said entailed lands and estate.

Bonds of annuity to contain all usual clauses.

13. The bond or bonds of annuity to be granted by the said George John Robert Gordon in terms of sections seven, nine and ten of this Act shall contain all clauses usually inserted in such bonds according to the law of Scotland, and in particular they shall contain clauses binding the said George John Robert Gordon in the events provided for in sections nine and ten of this Act to pay the sums contained in the said bonds to the trustees as provided for in those sections respectively, and they shall also provide for the punctual payment of the sums due under the same and for interest thereon at the rate of five per centum per annum during the not payment, and the said bond or bonds of annuity when duly recorded, shall form an effectual charge against the said entailed lands and estate during the lifetime of the said George John Robert Gordon.

Trustees to be trustees under the Act.

14. The said Rear-Admiral William Everard Alphonso Gordon, Brevet-Colonel Charles Alexander Boswell Gordon, Charles Elphinstone Dalrymple and John Reid being the now surviving, accepting and acting trustees under the said trust disposition and settlement are hereby appointed trustees under this Act, with all the powers usually vested in gratuitous trustees by the law of Scotland.

Court of Session may discharge trustees.

15. When the trustees shall have fulfilled the purposes of this Act, they may apply to the court for a discharge of their actings and intromissions under the said trust disposition and settlement and this Act; and, on such application being presented, the court may make such orders and take such proceedings as they think fit, and may discharge the trustees of their whole actings and intromissions under the said trust disposition and settlement and this Act.

Procedure in application to the Court of Session.

16. All applications to the court under the provisions of this Act shall, in the first instance, be brought before the Junior Lord Ordinary officiating in the Outer House, or the Lord Ordinary

officiating on the Bills in time of vacation, and may be dealt with and disposed of by him in the same manner and with the same powers as applications to the court may be dealt with and disposed of under the provisions of the Act, twentieth and twenty-first Victoria, chapter fifty-six, intituled "An Act to regulate the distribution of business in the Court of Session in Scotland;" and the court shall have the same jurisdiction and powers in regard to all applications under this Act as it has in regard to applications regulated by the Act last above mentioned. A.D. 1881.

17. Nothing in this Act contained shall be held or construed to alter, innovate or defeat the herein-before recited deed of entail or the conditions and provisions thereof, excepting only in so far as may be hereby otherwise expressly provided, or as may be necessary for carrying into effect the purposes of this Act, and nothing in this Act contained shall affect or limit, or in any way prejudice or restrict the rights, powers and interests of the holders of any bond and disposition in security or encumbrance over or affecting the said trust lands or the said entailed lands and estate. Saving as to deed of entail and rights of creditors.

18. Saving and reserving always to the Queen's most Excellent Majesty, her heirs and successors, and to all other persons, bodies politic or corporate, their heirs and successors, executors, administrators and assigns, all such estate, right, title, interest, claim and demand whatsoever, in, to, or out of the lands and estates hereby allowed to be sold as aforesaid, or any part thereof, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed. But excepting from the aforesaid saving the following persons to wit:—The said George John Robert Gordon, heir of entail in possession as aforesaid; Cosmo Frederick Maitland Gordon, his eldest son; Arthur John Lewis Gordon, his second son; William Everard Alphonso Gordon, third son of the entailer; Charles Alexander Boswell Gordon, fourth son of the entailer; William Everard Alphonso Gordon, Charles Alexander Boswell Gordon, Charles Elphinstone Dalrymple and John Reid as trustees aforesaid; Rosa Justina Young or Gordon, wife of the said George John Robert Gordon; Albinia Alicia Georgina Gordon, now wife of Count Auguste Von Dillen Spiering; and all others the beneficiaries under the said trust disposition and settlement, and the other heirs of entail who may be entitled to succeed to the said lands and estate under and by virtue of the said deed of entail. General saving

19. The costs and charges of applying for and obtaining this Act, and incidental thereto, shall be paid by the trustees out of the Expenses of Act.

A.D. 1881. — moneys to be received by them under the provisions of this Act, as herein-before provided, or out of any other money in their hands belonging to the said trust estate.

Act as
printed by
Queen's
Printers to
be evidence.

20. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices and others.

SCHEDULES referred to in the foregoing Act.

A.D. 1881.

SCHEDULE A.

ELLON TRUST ESTATES.

The following Abstract of the Accounts of the Trustees of the late Alexander Gordon of Ellon shows:—

	£	s.	d.
1.—That the debts, Government duties, legacies and expenses, &c. amounted to - - - - -	14938	7	10
While the personal estate of the deceased realised only	8653	19	9
Deficiency of personal estate to meet debts, &c. -	6284	8	1
2.—That the rental of the estate from March, 1873, to 31st December, 1880, was - - - - -	28659	8	10
While the charges affecting income, including £284 4 1 for rates due at 31st December, 1880, and since paid, amounted to - - - - -	29223	8	3½
Actual deficiency of income - - - - -	563	19	5½

To which must be added—

1. The allowance to Mr. Gordon of Ellon, for the upkeep of the castle and grounds for the six years from September, 1874, at £200 a year, which has remained unpaid 1200 0 0

But on the other hand interest is due by Mr. Gordon on £1127 3 11 being amount remaining due by him in respect of rents vested in deceased at date of death, but collected by Mr. Gordon, and of interest paid by trust on debts over entailed lands after date of death. Deduct, therefore, interest on this sum at 5 per cent., say from date of death (7 years and 285 days) - - - - -

438 10 4

761 9 8

Deficiency of income after meeting charges for upkeep

1325 9 1½

This is exclusive of interest on the unsettled claims for meliorations, £2275.

A.D. 1881.

SCHEDULE

ABSTRACT OF THE ACCOUNTS OF THE TRUSTEES OF
From 21st March, 1873 (the date of Mr.

RECEIPTS.

	£	s.	d.	£	s.	d.
I.—PERSONAL ESTATE OF THE DECEASED REALISED -	-	-	-	8653	19	9
Cash in bank and on hand at date of death	-	-	-	3208	10	8
Rents and arrears of rents of entailed and unentailed lands vested in deceased at death	-	-	-	3796	11	1
Household furniture	-	-	-	1648	18	0
				<u>8653</u>	<u>19</u>	<u>9</u>

NOTE.

The personal estate realised amounts, as above, to £8653 19 9
The debts, &c. affecting the executry estate amount to 14938 7 10

Deficiency of personal estate to meet debts, &c. 6284 8 1

II.—RENTAL OF ESTATE FOR PERIOD EMBRACED BY ACCOUNTS	-	-	-	28659	8	10
Rental for crops, 1873 and 1874	-	-	-	7708	0	4
Less proportion vested in deceased at date of death (included in Branch I.)	-	-	-	1329	5	2
				<u>6378</u>	<u>15</u>	<u>2</u>
Rental for crop, 1875	-	-	-	3926	17	8
Do. 1876	-	-	-	4016	6	2
Do. 1877	-	-	-	4062	6	0
Do. 1878	-	-	-	4121	1	0
Do. 1879	-	-	-	4128	8	7
Do. 1880	-	-	-	4311	16	7
				<u>30945</u>	<u>11</u>	<u>2</u>
Deduct—Arrears	-	-	-	41	15	0
Second half of crop 1880 not payable until Candlemas, 1881	-	-	-	2244	7	4
				<u>2286</u>	<u>2</u>	<u>4</u>
				<u>28659</u>	<u>8</u>	<u>10</u>

NOTE.

The rental of the estate amounts as above to £28659 8 10
The charges affecting the rents amount to 29223 8 3½

Deficiency of rents to meet charges affecting same 563 19 5½

III.—MONEY BORROWED TO PAY OFF PROVISIONS	-	-	-	26200	0	0
1876. May 15 of this date	-	-	-	22200	0	0
1878. Nov. 11 do.	-	-	-	4000	0	0
				<u>26200</u>	<u>0</u>	<u>0</u>

NOTE.

Amount borrowed to meet provisions as above £26200 0 0
Provisions paid 27000 0 0

Provisions paid in excess of sums borrowed to meet the same 800 0 0

AMOUNT OF RECEIPTS - - - 63513 8 7

A.—continued.

A.D. 1881.

THE LATE ALEXANDER GORDON, ESQ., OF ELLON.

Gordon's death) to 31st December, 1880.

PAYMENTS.

I.—DEBTS AND FUNERAL EXPENSES, EXPENSES OF MANAGEMENT AND CONFIRMATION, LEGACIES, GOVERNMENT DUTIES, AND OTHER CHARGES affecting the Executory Estate		£	s.	d.	£	s.	d.
					14938 7 10		
EXPENSES OF MANAGEMENT.		Debts and funeral expenses, expenses of confirmation and mournings			2806 17 4		
1873-5		Interest of debts paid, applicable to period prior to 21st March, 1873			1636 5 6		
Less repaid in 1876		Legacies paid, and Government duty thereon			4478 4 10		
		Value of furniture made over to heir of entail in liferent (being portion of the £1648 18s., included in estate realised)			1347 17 6		
		Debt due by Mr. George Gordon, paid (to Hon. and Rev. R. C. Boyle, £1500, and Union Bank of Scotland, £300)			2300 0 0		
1876		Succession duty paid			298 18 8		
1877		Meliorations to tenants			504 11 11		
1878		Expenses of management between 1873 and 1880, £2575 12s. 1d., less say £1000 (being at the rate of about £130 a year) entered below as a charge against income			1575 12 1		
1879					14938 7 10		
1880							

A.D. 1881.

	£	s.	d.	£	s.	d.
The receipts amount to	-	-	-	63513	8	7
The payments amount to	-	-	-	70877	12	0½
Excess of payments over receipts	-	-	-	7364	3	5½
To which add rates, &c., due December, 1880, and since paid	-	-	-	284	4	1
Total	-	-	-	7648	7	6½

Consisting of—

Deficiency of personal estate to meet debts, &c.	-	-	-	6284	8	1
Deficiency of rents to meet charges as affecting same	-	-	-	563	19	5½
Provisions to younger children paid beyond sums borrowed to meet same	-	-	-	800	0	0
As above	-	-	-	7648	7	6½

Met thus:—

SUMS BORROWED BY THE TRUSTEES—

1873, May 14	} of this date	2600	0	0
June 20				
1875, May 18	do.	5000	0	0
		7600	0	0

Less—

Balance in favour of the trust estate at 31 December, 1880, as per agents' and factor's accounts—

235 16 6½

But since paid by them—

284 4 1

Balance due }
to agents }

48 7 6½

7648 7 6½

SCHEDULE B.

A.D. 1881.

VALUATION OF THE LANDS AND ESTATES belonging to the Trustees of the late ALEXANDER GORDON OF ELLON, lying in the Parishes of Old Deer, Ellon, and Logie Buchan, in the County of Aberdeen.

I.—ESTATE OF SKELMUIR IN THE PARISH OF OLD DEER.

According to the survey taken by the late John Hepburn, land surveyor, in 1867, the contents of this estate are as follows:—

	Acres.	Dec.
Arable	-	2765·155
Barren	-	411·340
Roads	-	82·718
Ditches	-	22·166
Total	-	<u>3281·379</u>

Since the date of his survey about 80 acres of the waste land have been brought into cultivation, so that the present extent of the arable will amount to about 2,845 acres.

The total rental of the estate for crop, 1881, is	£	s.	d.
	2,354	0	0
From which, deducting the following burdens, viz.:—			
County rates	-	-	77 15 10
Parochial rates	-	-	75 12 10
Land tax	-	-	8 1 4 $\frac{8}{12}$
Stipend	-	-	36 13 10
Feu duty to Lord Fife	-	-	2 9 5 $\frac{4}{12}$
			<u>200 13 4</u>
Less payable by tenants	-	-	24 11 0
			<u>176 2 4</u>
Leaves a net rental of	-	-	<u>£2,177 17 8</u>

Taking into consideration the quality of the soil, state of the buildings, character of the climate, the situation, and other circumstances affecting the worth of the property, I value this estate at present at the sum of forty-eight thousand pounds sterling, say £48,000.

II.—ESTATE OF KINMUCK, IN THE PARISH OF ELLON.

According to the survey of Mr. Hepburn in 1867, the contents of the estate are as follows:

	Acres.	Dec.
Arable	-	1261·335
Barren	-	44·688
Roads	-	30·087
Ditches	-	23·494
Total	-	<u>1359·604</u>

A.D. 1881.

The total rental for crop 1881 of this estate is - £915 19 0

From which deducting—

County rates - - - £37 8 10

Parochial ditto - - - 24 7 2

Land tax - - - 3 10 0

Stipend - - - 21 3 10

Mortification to poor - - - 4 8 10

90 18 8

Less payable by tenants - - - 11 11 0

79 7 8

Leaves a net rental of - - - £836 11 4

Taking into consideration the nature of the soil, character of the climate, state of the buildings and fences, and various other circumstances, I estimate the present value of this estate at the sum of sixteen thousand pounds sterling, say £16,000.

III.—ESTATE OF TARTY IN THE PARISH OF LOGIE-BUCHAN.

According to the plan made by Geo. Whyte, land surveyor in 1851, the contents of the Tarty estate are as follows:—

	Acres.	R.	Pls.
Arable - - - - -	1,144	1	0
Pasture - - - - -	115	2	10
Planting - - - - -	14	2	35
Flooded land lying between high and low water mark	127	3	5
Roads, fences, houses, &c. - - - - -	45	3	12
Total - - - - -	1,448	0	22

Since the date of Mr. Whyte's survey about 34 acres of waste ground have been reclaimed, so that the present extent of arable land will be about 1,178 acres.

The total rental for crop 1881 is - - - £1,196 0 0

From which deducting—

County rates - - - £48 6 10

Parochial do. - - - 38 17 8

Land tax - - - 5 0 0

Stipend - - - 38 12 5

130 16 11

Less payable by tenants - - - 14 19 0

115 17 11

Leaves a net rental of - - - 1,080 2 1

Taking into consideration the desirable nature of this estate, its situation, A.D. 1881.
quality of soil and various other circumstances, I estimate its present value at
the sum of twenty-eight thousand pounds sterling; say £28,000.

THOMAS F. JAMIESON.

Mains of Waterton, Ellon,
4th March, 1881.

ABSTRACT OF VALUATIONS.

Skelmuir estate	-	-	-	-	£48,000	0	0
Kinmuck do.	-	-	-	-	16,000	0	0
Tarty do.	-	-	-	-	28,000	0	0
Total	-	-	-	-	£92,000	0	0

SCHEDULE C.

SCHEDULE OF DEBTS AFFECTING THE ELLON TRUST ESTATES.

HERITABLE DEBTS.

				£	s.	d.
Proportion of Catholic Debt	-	-	-	18100	0	0
Mr. Gordon of Esslemont	-	-	-	11000	0	0
Trustees of Aberdeen Orphan Hospital	-	-	-	7000	0	0
Mr. Patrick Strachan's Trustees	-	-	-	5000	0	0
Trustees of Miss Mackenzie of Foveran	-	-	-	1800	0	0
Mr. Cumine of Rattray	-	-	-	2400	0	0
John Rae, Ellon	-	-	-	4000	0	0
				3500	0	0
				2000	0	0
				1500	0	0
				11000	0	0
Trustees of the late John Rae, Ellon	-	-	-	1700	0	0
Representatives of the late Colonel Christie	-	-	-	3000	0	0
				2000	0	0
				5000	0	0
Mr. and Lady Isabella Grant's Trustees	-	-	-	3000	0	0
				600	0	0
				3600	0	0
Bishop Burnett's Trustees	-	-	-	500	0	0
Curator Bonis of Miss A. Jolly	-	-	-	400	0	0
Representatives of the late Newell Burnett	-	-	-	1400	0	0
				£68900	0	0

A.D. 1881.

PERSONAL DEBTS.

	£	s.	d.
Allowance to Mr. Gordon of Ellon, for upkeep of castle grounds	1200	0	0
Amount of claims for meliorations on leases, granted by the entailer, (exclusive of interest)	2275	0	0
	<u>3475</u>	<u>0</u>	<u>0</u>
Heritable debts	68900	0	0
Personal debts	3475	0	0
	<u>72375</u>	<u>0</u>	<u>0</u>

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